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*Attorneys for Plaintiffs (Debtors  
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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

# PACIFIC GAS & ELECTRIC COMPANY,

## **Debtors.**

Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

Adv. Pro. No. 19-03039 (DM)

# **PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY.**

## **Plaintiffs,**

V.

**PUBLIC EMPLOYEES  
RETIREMENT ASSOCIATION OF  
NEW MEXICO, et al.**

#### **Defendants.**

## **STIPULATION AND AGREEMENT FOR ORDER REGARDING SCHEDULING**

[No Hearing Requested]

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1        This stipulation and agreement for order (“Stipulation and Agreement for Order”) is  
2 entered into by and between PG&E Corporation (“PG&E Corp.”) and Pacific Gas and Electric  
3 Company (the “Utility”), as debtors and debtors in possession (collectively, the “Debtors”) in the  
4 above-captioned Chapter 11 cases, and as Plaintiffs in the above-captioned adversary proceeding  
5 (the “Adversary Proceeding”), on the one hand, and Public Employees Retirement Association  
6 of New Mexico (“PERA”), on the other hand. The Debtors and PERA are referred to in this  
7 Stipulation and Agreement for Order collectively as the “Parties,” and each as a “Party.” The  
8 Parties hereby stipulate and agree as follows:

9                          **RECITALS**

10        A.        On June 18, 2019, the Debtors commenced the above-captioned adversary proceeding  
11 (the “Adversary Proceeding”) by filing Debtors’ Complaint for a Preliminary and Permanent  
12 Injunctive Relief as to *In Re PG&E Corp. Securities Litig.*, 18-cv-03509 (N.D. Cal.) [Adv. Docket  
13 No. 1] (the “Complaint”).

14        B.        On June 18, 2019, the Debtors filed Debtors’ Motion for Preliminary Injunction as to  
15 *In Re PG&E Corp. Securities Litig.*, 18-cv-03509 (N.D. Cal.) [Adv. Docket No. 2] (the “Motion”).

16        C.        On June 19, 2019, this Court issued a Summons and Notice of Scheduling  
17 Conference in the Adversary Proceeding [Adv. Docket No. 5] (the “Summons”). The Summons set  
18 a scheduling conference in the Adversary Proceeding (the “Scheduling Conference”) for August  
19 28, 2019, at 9:30 AM PDT.

20        D.        On June 19, 2019, this Court issued an Order Re Initial Disclosures and Discovery  
21 Conference [Adv. Docket No. 6] (the “Discovery Order”).

22        E.        The Discovery Order requires that the Parties conduct a discovery conference (the  
23 “Discovery Conference”) at least 21 calendar days before the Scheduling Conference, *i.e.*, by  
24 August 7, 2019. The Discovery Order further requires that the Parties make initial disclosures (the  
25 “Initial Disclosures”) and file a written discovery plan (the “Discovery Plan”) within fourteen (14)  
26 days of the Discovery Conference.

1           F.     The Parties agree that the Scheduling Conference shall be adjourned without date,  
2 and that the Parties' deadlines for the Discovery Conference, Initial Disclosures, and Discovery Plan  
3 shall be continued indefinitely.

4           **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE  
5 INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS  
6 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
7 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE COURT TO ORDER,  
8 THAT:**

- 9           1.     The Scheduling Conference shall be adjourned without date.
- 10           2.     The Parties' deadlines to conduct the Discovery Conference, make Initial  
11 Disclosures, and file a Discovery Plan shall be continued indefinitely.
- 12           3.     If either Party, at any time, wishes to reset the Scheduling Conference, that  
13 Party may request a meet-and-confer (the "**Meet-and-Confer**") with the other Party to attempt to  
14 agree as to a date on which to reset the Scheduling Conference; pursuant to the Discovery Order, that  
15 date shall provide the basis for the Parties' deadlines to conduct the Discovery Conference, make  
Initial Disclosures, and file a Discovery Plan. The Meet-and-Confer must take place within ten (10)  
days of the requesting Party's initial request to the other Party to conduct the Meet-and-Confer.
- 16           4.     If the Parties cannot reach agreement as to a date on which to reset the  
17 Scheduling Conference within ten (10) days of the Meet-and-Confer, any Party shall have the right  
18 to request that this Court hold a status conference, on at least ten (10) days' notice, at which all  
19 Parties may be heard regarding the date on which to reset the Scheduling Conference.

1                   Dated: August 6, 2019  
2                   KELLER & BENVENUTTI LLP  
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4                   /s/ Peter J. Benvenutti  
Peter J. Benvenutti, Esq.  
5                   *Attorneys for Debtors  
and Debtors in Possession*  
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Dated: August 6, 2019  
MICHELSON LAW GROUP  
  
/s/ Randy Michelson  
Randy Michelson  
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